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Captioning, LLC, YES Consulting, LLC,
Cancomm LLC, Dialogue Mèxico S.A.
de C.V., Autumn Communications, Inc.,
and Business Training Works, Inc. on
behalf of themselves and all others
similarly situated*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

WHITE COAT CAPTIONING, LLC, YES
CONSULTING, LLC, CANCOMM LLC (DBA
DIALOGUE INC.), DIALOGUE MÉXICO S.A. DE
C.V., AUTUMN COMMUNICATIONS, INC., AND
BUSINESS TRAINING WORKS, INC. on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

TWITTER, INC.

Defendant.

Case No. 3:23-cv-01594-SK

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1. BREACH OF CONTRACT

I. INTRODUCTION

1. Plaintiffs White Coat Captioning, LLC, YES Consulting, LLC, Cancomm LLC (dba Dialogue Inc.), Dialogue Mexico S.A. de C.V., Autumn Communications, Inc., and Business Training Works, Inc., individually and on behalf of all others similarly situated, file this Class Action Complaint against Defendant Twitter, Inc. (“Twitter”) for breach of contract.

2. Since the company’s purchase by Elon Musk in late October 2022, Twitter has slashed spending – by laying off most of its workforce and stopping payment to vendors for services rendered. Indeed, more than two dozen vendors, contractors, and property owners with whom Twitter holds leases across the country have already sued Twitter individually for breach of contract. See, e.g., Twitter Vendor Non-Payment, PLAINSITE, <https://www.plainsite.org/tags/twitter-vendor-nonpayment/>.

3. According to news reports, in response to concerns about not paying vendors who provided services to or performed work for Twitter, Musk told Twitter employees, repeatedly, to “let them sue”. See, e.g., Sawdah Bhaimiya, Elon Musk frequently told Twitter staff ‘let them sue’ in response to vendors and landlords complaining about unpaid bills, report says, BUSINESS INSIDER (March 17, 2023), <https://www.businessinsider.com/elon-musk-let-them-sue-response-twitters-unpaid-pills-report-2023-3>.

4. Plaintiff White Coat Captioning, LLC contracted with Twitter to provide professional real-time captioning services throughout 2022. In mid-November 2022, White Coat Captioning, LLC’s President and CEO Norma Miller contacted Twitter about several overdue invoices totaling approximately \$42,000. Twitter acknowledged receiving and approving the invoices but has yet to issue payment.

5. Plaintiff YES Consulting, LLC contracted with Twitter to provide leadership training for much of 2022. Twitter owes YES Consulting approximately \$49,000 for services

1 rendered. While Twitter received and approved YES Consulting's invoices, Twitter has not told
2 its President and CEO Yvonne Ellison-Sandler if or when it plans to issue payment.

3 6. Plaintiffs Cancomm LLC (dba Dialogue Inc.) and Dialogue Mèxico S.A. de C.V.
4 contracted with Twitter to provide public relations and communications services throughout
5 Mexico, Chile, Colombia, and Argentina for all of 2022. In early January 2023, Dialogue
6 contacted Twitter about eight overdue invoices totaling approximately \$140,000. Twitter
7 received and approved the invoices but has yet to issue payment.
8

9 7. Plaintiff Autumn Communications, Inc. contracted with Twitter to provide public
10 relations services from September 2022 to September 2023, at a rate of \$20,000 per month. On
11 December 21, 2022, Twitter represented that it would not pay Autumn Communications for
12 completed services and for which Twitter owed Autumn Communications approximately
13 \$60,000.

14 8. Plaintiff Business Training Works, Inc. contracted with Twitter to provide virtual
15 writing skills training course from February 2022 through December 2022. In December 2022,
16 Business Training Works contacted Twitter about five overdue invoices totaling \$30,000.
17 Twitter received and approved the invoices but has yet to issue payment.

18 9. Plaintiffs are concerned that Twitter has no intention of paying the amounts owed
19 to them under their contracts and by law.

20 10. To ensure Twitter complies with the law, Plaintiffs bring this breach of contract
21 claim on behalf of themselves and all similarly situated vendors and contractors who executed
22 contracts with Twitter, rendered services, and have outstanding or overdue invoices.

23 **II. PARTIES**

24 11. Plaintiff White Coat Captioning, LLC (hereafter "White Coat Captioning") is, and
25 at all relevant times has been, a Vermont limited liability company, with its principal place of
26 business in St. Albans, Vermont.
27

1 12. Plaintiff YES Consulting, LLC (hereafter “YES Consulting”) is, and at all
2 relevant times has been, a California limited liability company, with its principal place of
3 business in Mill Valley, California.

4 13. Plaintiff Cancomm LLC (dba Dialogue Inc.) is, and at all relevant times has been,
5 a Florida limited liability company, with its principal place of business in Miami, Florida.

6 14. Plaintiff Dialogue Mèxico S.A. de C.V. is, and at all relevant times has been, a
7 company based in Mexico, with its principal place of business in Mexico City, Mexico.

8 15. Plaintiff Autum Communications, Inc. (hereafter “Autumn Communications”) is,
9 and at all relevant times has been, a California limited liability company, with its principal place
10 of business in Los Angeles, California.

11 16. Plaintiff Business Training Works, Inc. (hereafter “Business Training Works”) is,
12 and at all relevant times has been, a Maryland limited liability company, with its principal place
13 of business in Port Tobacco, Maryland.

14 17. Plaintiffs bring this lawsuit as a Rule 23 class action asserting a breach of contract
15 claim against Twitter on behalf of all vendors and contractors who contracted to provide services
16 or goods to Twitter, performed under the terms of the contract, and have not been paid for
17 performance.

18 18. Defendant Twitter, Inc. (“Twitter”) is a Delaware corporation, headquartered in
19 San Francisco, California.

20
21 **III. JURISDICTION**

22 19. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §1332(a)
23 and §1332(d).

24 20. This Court has personal jurisdiction over this matter because Twitter is
25 headquartered in this District and conducts substantial business operations in this District.

1 **IV. STATEMENT OF FACTS**

2 21. Since the company's purchase by Elon Musk in late October 2022, Twitter has
3 slashed spending – by laying off most of its workforce and stopping payment to vendors for
4 services rendered. More than two dozen vendors, contractors, and property owners with whom
5 Twitter holds leases across the country have already sued Twitter individually for breach of
6 contract. See, e.g., Twitter Vendor Non-Payment, PLAINSITE,

7 <https://www.plainsite.org/tags/twitter-vendor-nonpayment/>

8
9 22. These vendors and contractors include White Coat Captioning, which provides
10 professional captioning services for events, conferences, and classes; YES Consulting, a small
11 business providing leadership coaching and consulting for technology companies; Cancomm
12 LLC (dba Dialogue Inc.) and Dialogue México S.A. de C.V. (hereinafter referred to collectively
13 as “Dialogue”), which together form a boutique international public relations and
14 communications services firm; Autumn Communications, which provides public relations
15 services; and Business Training Works, a boutique skills-training company.

16 23. Twitter and White Coat Captioning entered into a written Independent Contractor
17 Agreement, which was effective as of July 28, 2019.

18 24. In March 2022, Twitter and White Coat Captioning entered into a written contract
19 titled Statement of Work. The Statement of Work is governed by the terms and conditions in the
20 Independent Contractor Agreement.

21 25. Under the terms of the Statement of Work, White Coat Captioning would provide
22 Twitter with real-time captioning services for the duration of 2022. Specifically, White Coat
23 Captioning would provide reasonable accommodations for Twitter's deaf and hard of hearing
24 employees, as well as support for Twitter employees globally, many of whom used captioning
25 because English was not their first language or they had other audio processing needs for which
26 they used real-time captioning.

28. Under the Statement of Work and Independent Contractor Agreement, payments were due 45 days from receipt of an approved invoice.

30. White Coat Captioning made repeated attempts to secure these and other overdue, approved payments from Twitter. In January 2023, Twitter attributed the delay to the need for “additional review” of the invoices, despite having already approved them. Twitter has not told White Coat Captioning when or if it will issue payment.

32. Twitter and YES Consulting entered into a written Master Services Agreement, which was effective as of February 23, 2022.

34. Under the terms of the Statement of Work, YES Consulting would provide leadership training to Twitter employees through the end of 2022.

35. YES Consulting has performed all of its obligations under the Statement of Work and Master Services Agreement.

36. Under the Statement of Work and Master Services Agreement, payments were due 60 days from receipt of an approved invoice.

37. Twitter approved but has not paid invoices for services YES Consulting provided between August 27 and November 29, 2022. YES Consulting has made repeated attempts to secure these overdue payments from Twitter.

38. As of the date of this filing, Twitter owes YES Consulting approximately \$49,000 for three approved and overdue invoices.

39. Twitter International Company, for itself and the benefit of its affiliates and subsidiaries, entered into a written Master Services Agreement with Cancomm LLC on May 1, 2017. Twitter Mexico S.A., de C.V., for itself and the benefit of its affiliates and subsidiaries, entered into a written Master Services Agreement with Dialogue Mexico SA de CV on May 1, 2018.

40. In December 2021, Dialogue entered into a written contract with Twitter Mexico, S.A. de C.V., an affiliate of Twitter International Unlimited Company, for itself and the benefit of its affiliates. The Statement of Work is governed by the terms and conditions in the Master Services Agreement.

41. Under the terms of the Statement of Work, Dialogue would provide communications and public relations services for 2022.

42. Under the Statement of Work, payments were due 30 days from receipt of an approved invoice. Under the Master Services Agreement, payments were due 60 days from receipt of an approved invoice.

1 43. Twitter approved but has not paid invoices for services Dialogue provided
2 between November 3, 2022, and December 23, 2022. Dialogue has made repeated attempts to
3 secure these overdue payments from Twitter.

4 44. As of the date of this filing, Twitter owes Dialogue approximately \$140,000 for
5 eight approved and overdue invoices.

6 45. Twitter and Autumn Communications entered into a written Public Relations
7 Services Agreement, which was effective as of September 23, 2022.

8 46. At the same time, Twitter and Autumn Communications entered into a written
9 contract titled Statement of Work. The Statement of Work is governed by the terms and
10 conditions in the Master Services Agreement.

11 47. Under the terms of the Statement of Work, Autumn Communications would
12 provide public relations services from September 23, 2022, through September 23, 2023, at a rate
13 of approximately \$20,000 per month (plus or minus approved expenses).

14 48. Autumn Communications has performed all of its obligations under the Statement
15 of Work and Public Relations Services Agreement.

16 49. Under the Statement of Work and Public Relations Services Agreement,
17 payments were due 45 from receipt of an approved invoice.

18 50. Twitter has not paid invoices for services Autumn Communications provided
19 between September 23, 2022, and late December 2022. Autumn Communications has made
20 repeated attempts to secure these overdue payments from Twitter.

21 51. As of the date of this filing, Twitter owes Autumn Communications
22 approximately \$60,000.

23 52. Twitter and Business Training Works entered into a written Master Services
24 Agreement, which was effective as of January 12, 2021.

54. Under the terms of the Statement of Work #3, Business Training Works would provide narrative writing training through December 31, 2022.

55. Business Training Works, Inc. has performed all of its obligations under the Statement of Work and Master Services Agreement.

56. Under the Statement of Work and Master Services Agreement, payments were due 60 days from receipt of an approved invoice.

57. Twitter approved but has not paid invoices for services Business Training Works provided between February 2022 and November 2022. Business Training Works has made repeated attempts to secure these overdue payments from Twitter.

58. As of the date of this filing, Twitter owes Business Training Works \$30,000 for five approved and overdue invoices.

59. Plaintiffs are aware of at least two dozen other vendors and contractors who have asserted similar or identical breach of contract claims against Twitter in cases involving similar facts.

60. Plaintiffs are also aware of even more vendors and contractors who, like Plaintiffs, have not been paid by Twitter under the terms of their contracts and who would have common questions of law and fact if they were to bring their breach of contract claims in court. Moreover, many of these vendors and contractors are businesses without the resources, time, and money to litigate these claims on their own. Last, even if these vendors and contractors marshalled the resources to file a lawsuit, joinder of these parties would be impracticable.

61. In response to internal concerns over Twitter’s refusal to pay for services provided, CEO Elon Musk is reported to have said, repeatedly, “Let them sue.” See Sawdah

1 Bhaimiya, Elon Musk frequently told Twitter staff ‘let them sue’ in response to vendors and
2 landlords complaining about unpaid bills, report says, BUSINESS INSIDER (March 17, 2023),
3 [https://www.businessinsider.com/elon-musk-let-them-sue-response-twitters-unpaid-pills-report-](https://www.businessinsider.com/elon-musk-let-them-sue-response-twitters-unpaid-pills-report-2023-3)
4 [2023-3](https://www.businessinsider.com/elon-musk-let-them-sue-response-twitters-unpaid-pills-report-2023-3).

5 62. Plaintiffs bring this complaint to ensure Twitter compensates vendors and
6 contractors for whom it has not paid outstanding invoices, such as White Coat Captioning, YES
7 Consulting, Dialogue, Autumn Communications, and Business Training Works. Plaintiffs can
8 and will fairly and adequately protect the interests of the class.
9

10 **COUNT I**
11 **Breach of Contract**

12 63. Plaintiffs hereby incorporate by reference and reallege each and all of the
13 allegations set forth above in Paragraphs 1 through 18, inclusive, of this Complaint as though
14 fully set forth and alleged herein.

15 64. At all times material herein, Plaintiffs and similarly situated businesses have been
16 entitled to the rights, protections, and benefits of the Scope of Work, Master Services
17 Agreement, Independent Contractor Agreement, Public Relations Services Agreement, and/or
18 other contracts they entered into with Twitter.

19 65. Plaintiffs have fully performed all obligations set out under the terms of their
20 contracts with Twitter.

21 66. Despite Plaintiffs’ repeated demands to Twitter for payment, Twitter has breached
22 its obligations under the terms of its contracts with Plaintiffs by failing and refusing to pay them
23 for services provided under their contracts’ terms.

24 67. As a direct and proximate result of Twitter’s above-alleged breach of these
25 contracts with Plaintiffs, Plaintiffs have suffered damages in the amounts described above.
26

JURY DEMAND

Plaintiffs request a trial by jury on their claims.

WHEREFORE, Plaintiffs request that this Court enter the following relief:

- a. Certify a class action and appoint Plaintiffs and their counsel to represent a class of Twitter vendors and contractors who signed Statements of Work and/or entered into contracts for goods or services governed by Twitter's Master Services Agreement or Independent Contractor Agreement anywhere in the United States and have not received payment for the goods or services provided under the terms of their contracts;
- b. Award compensatory damages, including all payments owed for goods or services provided or owed under the terms of the contract, in an amount according to proof;
- c. Award pre- and post-judgment interest;
- d. Award any other relief to which the Plaintiffs may be entitled.

Respectfully submitted,

WHITE COAT CAPTIONING, LLC, YES
CONSULTING, LLC, CANCOMM LLC,
DIALOGUE MÉXICO S.A. DE C.V., AUTUMN
COMMUNICATIONS, INC., AND BUSINESS
TRAINING WORKS, INC. on behalf of themselves
and all others similarly situated,

By their attorneys,

/s/ Shannon Liss-Riordan
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Dated: June 30, 2023

CERTIFICATE OF SERVICE

I, Shannon Liss-Riordan, hereby certify that a true and accurate copy of this document was served on counsel for Defendant Twitter, Inc. via the CM/ECF system on June 30, 2023.

/s/ Shannon Liss-Riordan
Shannon Liss-Riordan